

**Exhibit E**

**Letter from I. Spiro to R. Lutz dated January 12, 2005**

**SPIRO MOSS BARNES HARRISON & BARGE LLP**

Attorneys at Law

11377 W. Olympic Boulevard • Fifth Floor • Los Angeles, California 90064-1683  
Telephone (310) 235-2468 • Fax (310) 235-2456

January 12, 2005

Robert A. Lutz  
Vice Chairman, Product Development  
Chairman, GM North America  
General Motors Corporation  
300 Renaissance Center Drive  
Detroit, MI 48265

General Motors Corporation  
39465 Paseo Padre Parkway  
Fremont, CA 94538-5350.

to both addresses by Certified Mail, return  
receipt requested and by service on agent  
for service

Dear Mr. Lutz and General Motors:

This office represents LaRonda Hunter of California, the owner of one of the following vehicles: 2002-2003 Cadillac Escalade and Escalade EXIST, 1999-2003 Chevrolet Silverado 1500 Series Pickups, 2000-2003 Chevrolet Tahoe 1500 Series Models, 2002-2003 Chevrolet Avalanche 1500 Series Models, 1999-2003 GMC Sierra 1500 Series Pickups, and 2000-2003 GMC Yukon 1500 Series Models.

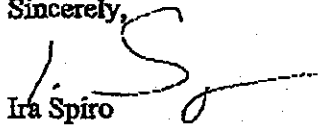
The vehicle owned by Ms. Hunter, and all the other vehicles referred to above, have a defect in their rear brake systems, and had the defect at the time of their initial retail sales, and at all times thereafter. Among other things, there is no provision, or insufficient provision, for self-centering the parking brake shoe within the brake drum, which causes the brake linings to make prolonged contact with the drum while driving, causes the lining to wear out, and thus causes the parking brake system and major portions of the rear service brake system to have to be repaired and replaced, and causes the brakes to be unsafe.

In transactions intended to result in the sale and leasing of these vehicles to consumers, which did result in the sales and leasing of them to consumers, General Motors did the following. General Motors represented that these vehicles had characteristics that they did not have, including that they were or would be free from defects when sold and that they were safe. General Motors also represented that the vehicles were of standards, qualities, and grades that they were not, including that they were or would be free from defects when sold and that they were safe. General Motors also advertised the vehicles with the intent not to sell them as advertised, including that they were or would be free from defects when sold and that they were safe.

Spiro Moss Barnes Harrison & Barge LLP to  
Robert A. Lutz, General Motors Corporation  
January 12, 2005  
Page 2

Demand is hereby made that General Motors (a) repair, replace and correct the defect in the parking brake systems of these vehicles, and (b) replace the portions of their rear service brake systems that must be replaced when the parking brake systems are repaired or replaced. It is demanded that General Motors do these things in such a way that the owners and lessees of these vehicles bear no charges or expenses.

Sincerely,

  
Ira Spiro

SUM-100

**SUMMONS** on Complaint  
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**

(AVISO AL DEMANDADO):

GENERAL MOTORS CORPORATION and DOES 1 through 100,

**YOU ARE BEING SUED BY PLAINTIFF:**

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LARONDA HUNTER, on behalf of herself and on behalf of  
all others similarly situated and the general public,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

JAN 14 2005

3:50  
GA.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court, County of Los Angeles  
111 North Hill Street  
P.O. Box 958  
Los Angeles, CA 90012  
Central District

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Ira Spiro, SBN 67641  
SPIRO MOSS BARNES HARRISON & BARGE LLP  
11377 W. Olympic Blvd.  
Los Angeles, CA 90064

DATE: NOV 16 2004  
(Fecha)

John A. Clarke

Clerk, by  
(Secretario)

S. Gabb

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): GENERAL MOTORS CORPORATION

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Ira Spiro, SBN 67641 SPIRO MOSS BARNES HARRISON & BARGE LLP 11377 W. Olympic Blvd. 5th Floor Los Angeles, CA 90064 TELEPHONE NO.: (310) 235-2468 FAX NO.: (310) 235-2456		FOR COURT USE ONLY
ATTORNEY FOR (Name): LaRonda Hunter		CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court  NOV 16 2004  John A. Clark, Executive Officer/Clerk Deputy By: <u>SUE CARR</u>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street, Room 102 MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL		
CASE NAME: HUNTER v. GENERAL MOTORS		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)		
		CASE NUMBER: <u>BC324622</u> JUDGE: DEPT.:

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PVPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PVPD/WD (23) <b>Non-PVPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PVPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case ☒ is ☐ is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                |                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                     |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence                                              | f. <input checked="" type="checkbox"/> Substantial post-judgment judicial supervision                                                                     |
3. Type of remedies sought (check all that apply):  
a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.

Date: November 15, 2004

Ira Spiro, SBN 67641

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
Judicial Council of California  
CM-210 (Rev. July 1, 2003)

CIVIL CASE COVER SHEET

Legal  
Solutions  
& Plus

Cal. Rules of Court, rules 201.8, 1800-1812;  
Standards of Judicial Administration, § 19

SHORT TITLE: HUNTER V. GENERAL MOTORS	CASE NUMBER BC324622
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 15 ☐ HOURS ☒ DAYS.

Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |                                                                                 |                                                            |
|---------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.                                        | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 2, 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 2, 4. 1, 2, 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 2, 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 2, 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1, 2, 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1, 2, 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2, 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: HUNTER V. GENERAL MOTORS		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A8017 Legal Malpractice <input type="checkbox"/> A8050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A8037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A8024 Other Employment Complaint Case <input type="checkbox"/> A8108 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (05) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6006 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A8031 Tortious Interference <input checked="" type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (28)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A8108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

Judicial Review (Cont'd.)  
Provisionally Complex Litigation  
Enforcement of Judgment  
Miscellaneous Civil Complaints  
Miscellaneous Civil Petitions

SHORT TITLE: HUNTER V. GENERAL MOTORS		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1, 2, 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 9. 2, 6. 2, 9. 2, 8. 2, 8. 2, 8, 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 8.
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9. 2, 3, 9. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 9.



SHORT TITLE: HUNTER V. GENERAL MOTORS	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 111 N. Hill Street
<input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court. (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: November 15, 2004

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 03-04 (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

NOTICE OF CASE ASSIGNMENT  
LOS ANGELES SUPERIOR COURT

BC324622

CASE NUMBER \_\_\_\_\_

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM
Hon. Gregory Alarcon	36	410
Hon. Helen I. Bendix	18	308
Hon. Elihu M. Berle	42	416
Hon. Soussan Bruguera	71	729
Hon. Susan Bryant-Deason	52	510
Hon. Alan Buckner	14	300
Hon. James C. Chalfant	13	630
Hon. Judith C. Chirlin	89	532
Hon. Rolf M. Treu	58	516
Hon. J. Stephen Czufeger	50	508
Hon. Ralph W. Dau	57	517
Hon. James R. Dunn	26	316
Hon. Lee Edmon	68	617
Hon. Emilie H. Elias	3	224
Hon. Irving Feffer	51	511
Hon. Edward A. Ferns	89	621
Hon. Joanne O'Donnell	37	413
Hon. Kenneth R. Freeman	64	601
Hon. Haley J. Fromholz	20	310
Hon. Richard Fruin	15	307
Hon. Elizabeth A. Grimes	30	400
Hon. Paul Gutman	34	408
Hon. Teresa Sanchez-Gordon	74	735
Hon. Robert L. Hess	24	314
Hon. William Highberger	32	406
Hon. Ernest Hiroshige	54	512

ASSIGNED JUDGE	DEPT	ROOM
Hon. William F. Fahey	78	730
Hon. Richard C. Hubbell	62	600
Hon. Jane Johnson	56	514
Hon. Morris B. Jones	48	506
Hon. Conrad Aragon	49	509
Hon. Maureen Duffy-Lewis	38	412
Hon. Malcolm H. Mackey	55	515
Hon. Jon M. Mayeda	72	731
Hon. David L. Minning	61	632
Y Hon. Charles W. McCoy	323	CCW-1707
Hon. Aurelio Munoz	47	507
Hon. Mary Ann Murphy	25	317
Hon. Rodney E. Nelson	46	500
Hon. Mary Thornton House	17	313
Hon. Victor H. Person	39	415
Hon. Mel Recana	45	529
Hon. Andria K. Richey	31	407
Hon. Frances Rothschild	28	318
Hon. John P. Shook	53	513
Hon. Ronald M. Sohigian	41	417
Hon. Rita Miller	16	306
Hon. Thomas L. Willhite Jr.	23	315
Hon. Alexander Williams III	35	411
Hon. David A. Workman	40	414
Hon. George Wu	33	409
OTHER		

Given to Plaintiff of record on \_\_\_\_\_

John A. Clarke, Executive Officer/Clerk

\_\_\_\_\_, DEPUTY CLERK

**Superior Court of California, County of Los Angeles, Central District**  
**NOTICE OF CASE ASSIGNMENT**

The following critical provisions of the Chapter 7 Rules as applicable in the Central District are summarized for assistance.

**APPLICATION**

The Chapter 7 Rules were effective January 1, 1994. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Chapter 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party until their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned I/C Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days prior to the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions and special jury instructions and special jury verdicts; so that such matters may be heard and resolved at the conference. At least 5 days prior to this conference, counsel must also have exchanged lists of exhibits and witnesses; have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter 7 Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter 7 Rules. Such sanctions may be imposed on a party or if appropriate on counsel for such party.

This is not a complete delineation of the Chapter 7 Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**\*Class Actions**

All class actions are initially assigned to Judge Charles W. McCoy in Department 308 of the Central Civil West courthouse (600 S. Commonwealth St., Los Angeles 90005). This assignment is for pretrial purposes and for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court 1800 et seq. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

**LOS ANGELES SUPERIOR COURT  
ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS**

**CRC 201.9(c) Information about Alternative Dispute Resolution**

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

**ADR PROGRAMS**

- MEDIATION** A problem-solving approach during which a neutral facilitator assists the parties in reaching a mutually-satisfactory settlement agreement. The mediator does not render decisions or awards.
- The Court Mediation Program is governed by Code of Civil Procedure (CCP) 1775-1775.7, California Rules of Court (CRC) 1631-1639, Evidence Code 1115-1128, and Los Angeles Superior Court (LASC) Rules Chapter 12.
- ARBITRATION** An arbitrator hears evidence from all parties and witnesses, and renders a decision and award. The decision is non-binding unless the parties agree in writing to binding arbitration.
- The Court Arbitration Program is governed by Code of Civil Procedure (CCP) 1141.10-1141.31, California Rules of Court (CRC) 1600-1618, and Los Angeles Superior Court (LASC) Rules Chapter 12.
- SETTLEMENT  
CONFERENCE** Parties meet with a neutral to explore settlement options.

**JURISDICTIONAL LIMITATIONS**

- MEDIATION  
&  
ARBITRATION** If the case was not previously referred to the Court ADR Program, any case in which the amount in dispute will not exceed \$50,000 per plaintiff can stipulate, elect or by order be ordered to mediation or arbitration.
- Note: Parties may voluntarily request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.
- SETTLEMENT  
CONFERENCE** Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

**REFERRAL INFORMATION**

Parties are referred to the ADR Office/Clerk of their court. Upon completion of ADR forms, parties may select a Neutral (Mediator or Arbitrator) from the Court ADR Panel, or may hire someone privately, at their discretion. Parties are assigned to a settlement officer.

**QUALIFICATIONS**

- MEDIATION** Attorney or layperson with 25 or more hours of training in mediation.
- ARBITRATION** Attorney for 5 or more years with a fair amount of trial experience.
- SETTLEMENT  
CONFERENCE** Attorney with substantial experience in resolving multi-party and/or complex cases.

For additional information, visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

Partially Funded by the Los Angeles County Dispute Resolution Program

## **DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS**

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

**California Academy of Mediation Professionals (818) 377-7250**

**Center for Conflict Resolution (818) 304-7242**

**Inland Valleys Justice Center (909) 397-5780 *Español***

**Office of the Los Angeles City Attorney  
Dispute Resolution Program (213) 485-8324 *Español***

**Los Angeles County Bar Association Dispute Resolution Services  
(877) 473-7658 *Español* (323) 876-2747 (626) 449-3879**

**The Loyola Law School Center for Conflict Resolution (213) 736-1145 *Español***

**Martin Luther King Legacy Association  
Martin Luther King Dispute Resolution Center (323) 290-4132 *Español***

**DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.**

**This is a two-sided document.**

<p><b>What is the goal of mediation?</b></p> <p>The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues as opposed to the traditional judge and/or jury system.</p>	
<p><b>Do I need an attorney for this?</b></p> <p>While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.</p>	
<p><b>How long does it take?</b></p> <p>Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.</p>	
<p><b>A Mediator helps parties. . .</b></p> <ul style="list-style-type: none"> <li>♦ Have productive discussions</li> <li>♦ Avoid or break impasses</li> <li>♦ Defuse controversy</li> <li>♦ Generate options that have potential for mutual gain</li> <li>♦ Better understand each other's concerns and goals</li> <li>♦ Focus on their interests rather than their positions</li> </ul>	<p><b>A Mediator does not...</b></p> <ul style="list-style-type: none"> <li>♦ Provide advice or opinions</li> <li>♦ Offer legal information</li> <li>♦ Make decisions for parties</li> <li>♦ Represent or advocate for either side</li> <li>♦ Judge or evaluate anyone or anything</li> <li>♦ Conduct research</li> <li>♦ "Take Sides"</li> </ul>
<p><b>What does it cost?</b></p> <p>The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.</p>	<p><b>Legal Advice/Information</b></p> <p>If you want to retain an attorney, a list of state certified referral services is at <a href="http://courinfo.ca.gov">courinfo.ca.gov</a> which also has an on-line self help legal center.</p>
<p><b>What is the difference between the contractors listed and the Superior Court ADR Office?</b></p> <p>The services offered by the contractors listed may be accessed immediately. Those offered by the Superior Court ADR Office, also a DRPA contractor, may not be accessed by parties until a court appearance, or at the directive of the judge assigned to the case.</p>	<p><b>Self-Help Legal Access Centers</b> are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses. <a href="http://nls-la.org">nls-la.org</a> and <a href="http://lafla.org">lafla.org</a></p> <p><b>Court Personnel</b> can answer non-legal questions (forms, fees, fee waivers). <a href="http://lasuperiorcourt.org">lasuperiorcourt.org</a></p> <p><b>Low-income individuals</b> may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.</p>
<p align="center"><b>Dispute Resolution Programs Act (DRPA) Contracts Administration Office</b> (213) 738-2621</p>	

This is a two-sided document.

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Court's File Stamp
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)			CASE NUMBER

The undersigned parties stipulate to participate in Alternative Dispute Resolution (ADR) in the above-entitled action, as follows:

1. ALTERNATIVE DISPUTE RESOLUTION PROCESS:

- ☐ Mediation  
☐ Non-Binding Arbitration  
☐ Binding Arbitration  
☐ Settlement Conference  
☐ Other ADR Process (describe): \_\_\_\_\_

2. NEUTRAL:

- ☐ Court Panel: The parties request the appointment of the following neutrals from the Court's  
☐ Pro Bono Panel (no charge to the parties for the first 3 hours of hearing time)  
☐ Party Pay Panel (\$150.00 per hour charge to the parties for the first 3 hours of hearing time)

First choice: \_\_\_\_\_ Alternate: \_\_\_\_\_  
If neither choice of neutral is available, or if the parties otherwise request, the Court's ADR Office will select the neutral.

☐ The parties request that the ADR Clerk select the neutral.

- ☐ Private Provider: The parties stipulate that the following provider shall be appointed as arbitrator or mediator. (All of the neutral's fees shall be paid by the parties, and divided between them in a manner to which they have agreed.)

Name, address and telephone of Private Neutral:

\_\_\_\_\_

Dated: \_\_\_\_\_

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

☐ Additional signature(s) on reverse

Short Title	Case Number
-------------	-------------

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

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☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney



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Los Angeles Superior Court

NOV 18 2004

John A. Clarke, Executive Officer/Clerk  
By                      Deputy  
Sgt. Clark

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10 11377 W. Olympic Boulevard, Fifth Floor  
11 Los Angeles, CA 90064-1683  
12 (310) 235-2468, fax (310) 235-2456

13 Attorneys for Plaintiff LaRONDA HUNTER

14  
15  
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

18 LaRONDA HUNTER, on behalf of herself  
19 and on behalf of all others similarly situated  
20 and the general public,

21 Plaintiff,

22 vs.

23 GENERAL MOTORS CORPORATION and  
24 DOES 1 through 100,

25 Defendants.

CASE NO.

BC324622

CLASS ACTION

COMPLAINT FOR DAMAGES,  
RESTITUTION AND OTHER  
RELIEF;

DEMAND FOR JURY TRIAL

26  
27  
28 INTRODUCTION

1. This lawsuit is filed as a class action against Defendant General Motors Corporation ("GM") for developing, designing, manufacturing, distributing and selling trucks (including SUVs, which are trucks) with a defective rear brake system. The models of trucks with a defective rear brake system include at least the following: 2002-2003 Cadillac Escalade and Escalade EXT, 1999-2003 Chevrolet Silverado 1500 Series Pickups, 2000-2003 Chevrolet Tahoe 1500 Series Models, 2002-2003 Chevrolet Avalanche 1500 Series Models, 1999-2003 GMC Sierra 1500 Series Pickups, and 2000-2003 GMC Yukon 1500 Series Models (the "Subject Truck(s)").

1  
COMPLAINT FOR DAMAGES, RESTITUTION, ETC.

**PARTIES**

2. Plaintiff La Ronda Hunter is a Los Angeles County, California resident. Plaintiff purchased and owns one of the Subject Trucks, a 2001 GMC Yukon 1500 Series Model, which contained a defective rear brake system.

3. Plaintiff Ms. Hunter appears in this action on behalf of herself and on behalf of all others similarly situated and, pursuant to Business and Professions Code §§17200 *et. seq.*, on behalf of the general public.

4. Defendant General Motors Corporation (hereinafter "GM") is a corporation.

5. Plaintiff is informed and believes and thereon alleges that defendants Does 1 through 90 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff.

6. Plaintiff is unaware of the true names of defendants Does 1 through 100. Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court.

7. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each Defendant was a developer, designer, manufacturer, distributor and seller of trucks, was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants. As used in this complaint, "Defendants" means "Defendants and each of them," and refers to the Defendants named in the particular cause of action in which the word

1 appears.

2 8. Plaintiff makes the allegations in this complaint without any admission that, as  
3 to any particular allegation, plaintiff bears the burden of pleading, proving, or persuading, and  
4 plaintiff reserves all plaintiff's rights to plead in the alternative.

5 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

6 9. This action has been brought and may properly be maintained as a class action  
7 pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

8 10. As presently formulated, plaintiff seeks to represent two classes in this proposed  
9 class action. Plaintiff reserves the right to amend this class designation and to propose  
10 subclasses if it should become appropriate. The members of the proposed classes are sometimes  
11 referred to below as the "class members." The two classes are defined as follows:

12 a. California Class: Plaintiff LaRonda Hunter and all those who have  
13 purchased or leased, or will purchase or lease, a Subject Truck in California.

14 b. National Class: Plaintiff La Ronda Hunter and all those who have  
15 purchased or leased, or will purchase or lease, a Subject Truck anywhere in the United States,  
16 including California.

17 11. There is a well defined community of interest in the litigation, and the proposed  
18 class is ascertainable:

19 a. Common Questions Predominate: Common questions of law and fact exist  
20 as to all class members, and predominate over any questions that affect only individual  
21 members of the class, if there are any individual questions. The common questions of  
22 law and fact include, but are not limited to:

- 23 (1) whether the rear brake system in the Subject Trucks possess one or more  
24 defects;
- 25 (2) whether, because of the defective rear brake system, GM breached the  
26 implied warranty of merchantability as to the Subject Trucks;
- 27 (3) whether, defective rear brake system, GM breached the implied warranty  
28 of fitness for a particular purpose as to the Subject Trucks;

- (4) whether the defective rear brake system caused the amount paid for the purchase or lease of the Subject Trucks to be less than the fair market value of those vehicles;
- (5) what is the dollar amount of the difference between the fair market value of the Subject Trucks and the actual value of those vehicles given the defective rear brake system;
- (6) whether GM expressly warranted the rear brake system;
- (7) the extent of GM's implied warranty of merchantability of the rear brake system
- (8) the extent of GM's implied warranty of fitness for a particular purpose of the rear brake system
- (9) whether GM's warranty to repair defects in the Subject Trucks was part of the basis of the bargain as between GM and members of the Class;
- (10) whether GM failed to adequately repair the defect in the rear brake system of the Subject Trucks;
- (11) whether GM failed to adequately repair the defect in the rear brake system of the Subject Trucks without charge to the class members
- (12) whether and when GM had actual awareness of the defective rear brake system of the Subject Trucks;
- (13) whether the presence of the defective rear brake system in the Subject Trucks a violation of the Song-Beverly Consumer Warranty Act;
- (14) whether the presence of the defective rear brake system in the Subject Trucks is an unfair business practice within the meaning of the Business and Professions Code §§ 17200 *et. seq.*

b. Typicality: Plaintiff's claims are typical of the claims of the class members. Plaintiff and the class members sustained the same types of damages and losses.

1 c. Numerosity and Ascertainability: The classes are so numerous, thousands  
2 of persons, that individual joinder of all class members is impractical under the  
3 circumstances. The class members can be ascertained by, among other things, sales  
4 records and by responses to methods of class notice permitted by law.

5 d. Adequacy: Plaintiff will fairly and adequately protect the interests of the  
6 members of the class. Plaintiff has no interest adverse or antagonistic to the interests of  
7 the other class members. The attorneys for plaintiffs are very experienced and highly  
8 regarded plaintiffs' class action attorneys, and have been appointed by the courts as class  
9 counsel in dozens of class actions.

10 e. Superiority: A class action is superior to other available means for the fair  
11 and efficient adjudication of this controversy. Individual joinder of all class members is  
12 extremely impractical. Class action treatment will permit a large number of similarly  
13 situated persons to prosecute their common claims in a single forum simultaneously,  
14 efficiently, and without the unnecessary duplication of effort and expense that numerous  
15 individual actions engender. The damages suffered by each individual class member are  
16 relatively small, and the expenses and burden of individual litigation would make it  
17 difficult or impossible for individual class members to redress the wrongs done to them.  
18 Important public interests will be served by addressing this matter as a class action. The  
19 cost to the court system of adjudication of thousands or tens of thousands of individual  
20 lawsuits would be very substantial. Individual lawsuits would also present the potential  
21 for inconsistent or contradictory judgments. No unusual difficulties are likely to be  
22 encountered in the management of this class action.

23  
24 COMMON FACTUAL ALLEGATIONS

25 12. GM develops, designs, manufactures, distributes, and sells the Subject Trucks.

26 13. The rear brake system in the Subject Trucks for the corresponding model  
27 years, are and always have been defective, which, among other things, causes the brake shoes  
28 to move out of their proper place, causes the brakes to function improperly and to wear out

1 prematurely, creates serious dangers for drivers, passengers and pedestrians, and results in  
2 the brakes having to be repaired and replaced. The model years are:

- 3 > 1999-2003 Chevrolet Silverado 1500 Series Pickups;
- 4 > 2000-2003 Chevrolet Tahoe 1500 Series Models;
- 5 > 2002-2003 Chevrolet Avalanche 1500 Series Models;
- 6 > 1999-2003 GMC Sierra 1500 Series Pickups; and
- 7 > 2000-2003 GMC Yukon 1500 Series Models.
- 8 > 2002-2003 Cadillac Escalade and Escalade EXT;

9 14. GM has been aware of the brake defect for years. Numerous complaints about  
10 the brake system in the Subject Trucks have been lodged with GM as well as with the  
11 National Highway Traffic Safety Administration ("NHTSA"). NHTSA has even initiated a  
12 defect investigation regarding the defects in the brake system of the Subject Trucks. GM,  
13 however, has failed to notify owners of the Subject Trucks of the defects or the dangers  
14 associated with their continued operation. For example, GM has failed to notify Subject  
15 Truck owners that the defect is not isolated to the parking brake, but rather adversely affects  
16 the functioning of the rear service brake - a component critical to safely stopping the Subject  
17 Trucks. GM's failure to notify Subject Truck owners and adequately repair this known brake  
18 defect is not only unlawful but extremely dangerous.

19 15. The defective rear brake system on the Subject Trucks has resulted and will  
20 continue to result in significant loss and damage to the class members, including but not  
21 limited to reduced fair market value.

22 16. This action seeks financial compensation for members of the Class in  
23 connection with their purchase of the Subject Trucks. Plaintiffs do not seek: (i) incidental or  
24 consequential damages arising from the defect; (ii) damages for personal, bodily, or  
25 emotional injury or wrongful death; (iii) damages for becoming subject to liability or legal  
26 proceedings by others. The damages and losses sustained by the class members are less than  
27 \$75,000 for each class member, but far more than \$75,000 for all class members combined.

**FIRST CAUSE OF ACTION**

**(By Plaintiff on Behalf of Herself and the National Class, Against All Defendants, For Breach of Implied Warranty)**

17. Plaintiff incorporates paragraphs 1 through 16 above.

18. The Subject Trucks are goods as defined by the Uniform Commercial Code (UCC).

19. The transactions by which the members of the Nationwide Class purchased the Subject Trucks were transactions for the sale of goods and are governed by the UCC.

20. The presence of the defect in the Subject Trucks purchased by the Nationwide Class substantially impairs the value of those goods. Moreover, the defects in the Subject Trucks render them non-conforming goods as contemplated by UCC § 2-608.

21. The defective rear brake system makes the Subject Trucks unfit for the ordinary purposes for which the trucks are to be used. GM has failed and refused to repair the defects in the brake system of the Subject Trucks, and has failed and refused to do so at no charge to the class members. As a direct and proximate result of the foregoing, Plaintiff and all the other class members sustained significant loss and damage, including but not limited to reduced fair market value and did not receive the benefit of their bargain.

**SECOND CAUSE OF ACTION**

**(By Plaintiff on Behalf of Herself and the California Class, Against All Defendants, For Breach of Express Warranty and Contract)**

22. Plaintiff incorporates paragraphs 1 through 21 above.

23. Defendants gave to plaintiff and all the class members an express, written warranty of the Subject Trucks.

24. Because of the defective rear brake system the Subject Trucks described herein, Defendants breached the warranty as to plaintiff and the class members.

**THIRD CAUSE OF ACTION**

(By Plaintiff on Behalf of Herself and the California Class, Against All Defendants, For Breach of Warranty under the Song-Beverly Consumer Warranty Act)

25. Plaintiff incorporates paragraphs 1 through 24 above.

26. As to the Subject Trucks purchased by the California Class, Defendants breached their warranty of merchantability implied under the Song-Beverly Consumer Warranty Act (Song-Beverly Act). The Subject Trucks were and are not fit for the ordinary purposes for which such goods are used.

27. At all times, Defendants had reason to know at the time of the retail sale that the Subject Trucks were required for a particular purpose, namely as means of transportation on the roads and highways of California and throughout the United States with the necessity of stopping and starting in the ordinary and regular course of operating a motor vehicle, and that the buyers (the California Class members) were relying on the manufacturer's skill and judgment to develop, design, manufacture, distribute, and sell a vehicle with a suitable brake system. As to the Subject Trucks purchased by the California Class, Defendants breached their warranty of fitness implied under the Song-Beverly Act.

**FOURTH CAUSE OF ACTION**

(By Plaintiff on Behalf of Herself and the California Class, Against All Defendants for Violation of the Unfair Business Practices Act, also known as the Unfair Competition Law, Business. & Prof. Code §§ 17200 *et. seq.* )

28. Plaintiff incorporates all paragraphs above.

29. The conduct of Defendants described above constitutes one or more unlawful, unfair and fraudulent business acts and practices within the meaning of Business. & Prof. Code 17200 *et. seq.*

30. The conduct of Defendants is unlawful because, among other things, it constitutes breaches of warranty and contract as alleged above.

31. The conduct of Defendants is unfair because, among other things, it consists of selling a defective product, which it either knew was defective when sold or which it



1 subsequently discovered by defective and thereafter failed to notify the Subject Truck  
2 owners. Defendants' conduct offends established public policy, is oppressive, and is  
3 substantially injurious to consumers. Defendants' conduct is unfair also because it harms  
4 competition in that, among other things, it gave Defendants a competitive advantage by  
5 allowing Defendants to reap profits from defective products, as compared with competitors  
6 who expended the money, time and effort to make non-defective competing products.

7 32. The conduct of Defendants is fraudulent because, among other things, it was  
8 likely to deceive consumers, and did deceive them, into buying defective products at the price  
9 of a valuable, non-defective products.

10 33. Pursuant to Business and Professions Code §§17200 *et seq.*, plaintiff and all  
11 the California Class members are entitled to restitution, measured at least in part by the  
12 amounts they paid for the defective Subject Trucks as compared with the value of the same or  
13 similar truck without the defective rear brake system.

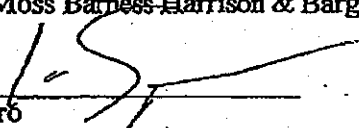
14 **PRAYER**

15 WHEREFORE, Plaintiff prays judgment for herself and all others on whose behalf  
16 this suit is brought, against Defendants, jointly and severally, for the following:

- 17 A. That this action be certified as a class action.  
18 B. That plaintiff be appointed the representative of the class.  
19 C. That counsel for plaintiff be appointed class counsel.  
20 D. General damages and special damages as alleged above.  
21 E. Restitution as alleged above.  
22 F. Interest.  
23 G. Costs of suit.  
24 H. Attorneys' fees.  
25 I. Such other relief as the Court deems just and proper.

26 Dated: November 12, 2004

Spiro Moss Barnes-Harrison & Barge LLP

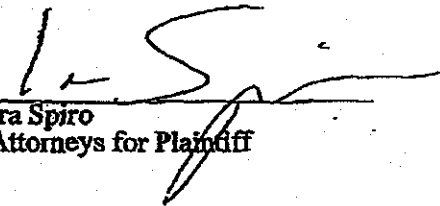
27   
28 Ira Spiro  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of for himself and all others on whose behalf this suit is brought,  
demands trial by jury to the fullest extent permitted in this action.

DATED: November 12, 2004

Spiro Moss Barnes Harrison & Barge LLP

  
Ira Spiro  
Attorneys for Plaintiff